

**State of Maryland**  
**Department of Health (MDH)**  
**Prevention and Health Promotion Administration**  
**RFP MDH/ OPASS-21-19035**  
**Services - Drug Pipeline Intelligence Reporting**

**Questions and Answers for Request for Proposal Solicitation #**  
**MDH/ OPASS-21-19035**

**Drug Pipeline Intelligence Reporting Invitation For Bid (IFB) No. 21-19035**

**Maryland Department of Health 4/02/21**

- (Summary) One year term, strongly prefer 3 years to match with scope of the bid

Response : No, the solicitation is a one (1) year term contract that will be re-solicited annually.

(1.1) “The Bidder must submit with its bid previous reports and publications from years 2018-2020 relating to the drug pipeline along with forecasted drug pricing.” – we too many such reports to feasibly submit with the bid

Response: The Bidder must provide at a minimum up to 3-5 reports and publications from years 2018-2020.

(1.1, 5.4.6) “The Bidder must submit with it bid references from 3 clients or health organizations that currently utilize their drug pipeline services.” – we do not have reference statements readily available in this format, and we cannot provide information about **the value** of our contracts with other organizations.

Response: Standard Provision- Please adhere to the section requirements

(2.3.5) Now require benchmark pricing (WAC, AWP, ASP) for launched therapies – we have this in various forms (i.e. in a customizable tool for medically billed drugs, in the

form of annual therapy cost for others), but not in the form of raw benchmark data for all drugs

Response: The State will accept the customizable tools to identify WAC, AWP and ASP for launched therapies in the form of annual therapy cost.

(2.3.6 and 2.3.7) Now require response to drug information requests within 48 hours and ad hoc reports “as requested” within 48 hours of request – we cannot guarantee these timeframes overall, much less without knowing the nature of each request.

Response: The State will issue an addendum. The Bidder must submit the ad hoc reports within ~~48 hours~~ 5 business days. If the Bidder is unable to deliver the report within the ~~48 hour~~ 5 days’ timeframe, then the Bidder shall assist the State with completing the ad hoc report within ~~48 hours~~ 5 Business days through consultative services.

(2.3.8) Now require a list of high-cost drugs (“over \$100,000 per treatment and/or cost per year) every two months, and require we provide the format of the report with our submission – we cannot provide the format of such a report unless we know which information is desired as part of it

Response: The High-Cost Drug (> \$100,000 per treatment or per year) report shall include the drug name; manufacturer; route of administration; therapeutic class; indication; prescription drug user fee act (PDUFA) date and forecasted price.

(3.1.2) Problem escalation procedure; unanticipated consulting requirements (this is too loosely defined)

Response: Bidder did not submit adequate information and the State needs additional clarification.

(3.1.4) Requirement to record minutes

Response: The Bidder is required to record minutes pertaining to the Kick-Off meeting.

(3.3.1) Liability for sales tax. Need to clarify that if our services become taxable, we will not absorb the sales tax cost

Response: Standard Provision- Please adhere to the section requirements

(3.5.1) Force majeure provisions do not limit our obligations. If so, then why have a force majeure provision at all? Regarding DR testing, this might be possible, but do not want us to have to send the Contract Monitor a notice of completion as we don’t really

do this in a structured manner. We also do not wish to allow the Department to test or inspect on demand.

Response: [Standard Provision- Please adhere to the section requirements](#)

(3.5.2) States we have to provide to State at no cost. What if their requirements change? Can we put limiters on this?

Response: [Standard Provision- Please adhere to the section requirements](#)

(3.6) We do not have a specific insurance carve-out for Cyber. This is covered under our General.

Response: [Cyber Security / Data Breach Insurance must be expressly stated](#)

(3.8) PEP requirements are onerous

Response: [Standard Provision- Please adhere to the section requirements](#)

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(3.13.3) No cost extensions. This is not applicable to us and could be construed as allowing the State to extend services for free

Response: [Standard Provision- Please adhere to the section requirements](#)

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(4.31.1) Must submit NDA (Attachment I) within 5 days of receiving the contract, that lists all personnel that may come into contact with “confidential information”. It is very difficult for us to know this in advance. Need counsel to review the NDA language.

Response: [The State will issue an addendum to remove Attachment I](#)

- (5.4) There are a bunch of requirements with submitting the bid – some are difficult or onerous, some we just can't do – so I'm not sure we'll even be able to respond based on this. These include:

- (5.4.7) Want a list of all contracts with “any entity of the state of Maryland”, current and back 5 years – including the dollar value of the contract. It seems like this is defined to include private sector contracts as well. We cannot provide this information.

Response: [Standard Provision- Please adhere to the section requirements](#)

(5.4.8) Require 2 years of financial statements (we cannot provide this) and request information such as on our lines of credit and additional evidence of working capital (cannot provide these either). I presume this is to ensure the financial health of bidders.

While this is not an issue in our case, we cannot provide highly confidential business information such as financial statements in order to satisfy this concern.

[Response: Standard Provision- Please adhere to the section requirements](#)

In their contract itself (Attachment M), a few issues that jump out:

(2.2) MD reserve the right to make “unilateral changes in the work within the general scope of the contract” that does not entitle us to more money – we have to assess this on a case-by-case basis to determine the feasibility, as well as any associated costs.

[Response: Standard Provision- Please adhere to the section requirements](#)

(5.1, 5.2, 6.2) “The Contractor agrees that all documents and materials including, but not limited to, software, reports, drawings, studies, specifications, estimates, tests, maps, photographs, designs, graphics, mechanical, artwork, computations, and data prepared by the Contractor for purposes of this Contract shall be the sole property of the State and shall be available to the State at any time. The State shall have the right to use the same without restriction and without compensation to the Contractor other than that specifically provided by this Contract.” – This might apply if we were a consulting firm providing proprietary deliverables but cannot apply to a syndicated service with a web platform. One interpretation of this is that our web platform would then become the sole property of Maryland, which is obviously not acceptable. 5.2 requests a similar transfer of ownership, and 6.2 gives you “exclusive” rights to what we produce for our customers. This also does not connect with our business model.

[Response. Standard Provision- Please adhere to the section requirements](#)

(10.1) Indemnification is too broad

[Response: Refer to AAG Standard Provision](#)

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(25) We cannot accept these audit provisions.

[Response: Standard Provision- Please adhere to the section requirements](#)

(29.1) Limitation of Liability is \$1,000,000 – really high for a contract this size

[Response: The State will issue an addendum.](#)

Per the IFB Section the Contract and regardless of the basis on which the claim is made, Contractor's liability shall not exceed <<two (2) >>times the total value of the Contract or **\$500,000**, whichever is greater.